VIISI
real estate

General terms and conditions

Viisi Real Estate B.V.

Version 1.0 **Year** 2026 **Governing law** Dutch law

ARTICLE 1 Definitions

In these general terms and conditions, the following definitions apply:

1.1 **Viisi**: the private limited liability company (*besloten vennootschap*) Viisi Real Estate B.V., established in the Netherlands.

1.2 **Client**: the party (natural person), generally acting as a consumer (not acting in the course of a profession or business), who solely or jointly with a third party grants an assignment to Viisi.

1.3 **Assignment**: the service agreement/contract under which Viisi commits to providing mediation and advisory services to the Client regarding the purchase of a residential property intended for personal use.

1.4 **Services**: the agreed-upon activities performed by Viisi on behalf of the Client in the context of purchasing a property and/or remote purchase guidance. The exact nature and scope of these activities — including advisory, mediatory, and coordinating services — are specifically outlined in the individual Assignment. As part of its Services, Viisi strongly advises the Client at all times to have a structural/technical inspection performed.

1.5 **Fee / Brokerage Fee**: the remuneration owed by the Client to Viisi for the provided Services.

1.6 All stipulations in these general terms and conditions are also made for the benefit of the shareholders, directors, and/or partners of Viisi, its employees, and anyone working for and representing Viisi in the execution of the Assignment.

ARTICLE 2 Applicability and amendments

2.1 These general terms and conditions apply to all offers, quotes, and Assignments between Viisi and the Client, as well as to all resulting or related legal relationships.

2.2 Deviations from these general terms and conditions are only valid if explicitly agreed upon in writing (or electronically) between the parties.

2.3 Should any provision of these general terms and conditions be void or voided, the remainder of the agreement shall remain in full force, and the provision in question shall promptly be replaced in consultation with a provision that closely approximates the purpose and intent of the original provision. Any general terms and conditions of the Client do not apply.

2.4 Viisi reserves the right to amend and/or supplement the contents of these general terms and conditions at any time and declare the new version applicable to the Client. Viisi will observe a notice period of at least two months, after which the Client is bound by the new version, unless the Client objects to its applicability within said period.

ARTICLE 3 Formation and duration of the Assignment

3.1 The Assignment is formed at the moment Viisi receives the agreement or confirmation of the assignment signed by both Viisi and the Client, or at the moment Viisi, at the Client's request, commences the execution of the Services.

3.2 Unless explicitly agreed otherwise, the Assignment is entered into for an initial term of six (6) months. If the Assignment has not been fulfilled within this period, it will be tacitly (automatically) renewed for an indefinite period. From the moment of this tacit renewal, both parties may terminate the Assignment at any time, in writing or electronically, without stating a reason.

3.3 Viisi is authorized to refuse assignments granted to it without stating reasons.

ARTICLE 4 Execution of the Assignment, digital services, and confidentiality

4.1 Viisi shall execute the Assignment to the best of its knowledge and ability. Assignments granted to Viisi entail a best-efforts obligation, not a result-oriented obligation.

4.2 Viisi is entitled to deliver its services entirely or partially via digital means, such as email, client portals, or other online systems.

4.3 Since the Services are (partially) focused on remote purchase guidance, where the property is fundamentally not physically viewed by Viisi or the Client prior to the purchase, the Client accepts the inherent risks thereof, such as limitations regarding smell, noise, and spatial perception. The Client purchases the property in the state in which it is found (“as is, where is”). The risk regarding visible or hidden defects, as well as age and wear and tear, is therefore entirely at the Client’s expense. The Client retains their statutory duty to investigate at all times, which the Client must fulfill independently during a physical viewing or inspection (whether or not after signing the purchase agreement).

4.4 Viisi may record (telephone and video) conversations with the Client for the purpose of improving service quality, ensuring the advice process is reproducible, elaborating on advice, and for internal quality control, all in accordance with applicable privacy legislation.

4.5 Without prior explicit written permission from Viisi, the Client is not permitted to disclose the contents of advice, opinions, or other statements made by Viisi, or make them available to third parties, unless done to obtain an expert opinion regarding Viisi’s work.

4.6 Viisi refrains from accepting more than one mediation assignment for the same property and is not authorized to conclude agreements (such as a purchase agreement) on behalf of the Client without a written power of attorney.

4.7 Although Viisi advises the Client to the best of its knowledge and with professional care regarding an offer to be made and the expected market value, this is at all times an estimate based on current market conditions. No guarantees can be derived from this. The final decision to, after an accepted offer, proceed with signing the purchase agreement and whether or not to invoke the statutory cooling-off period or contingencies (*ontbindende voorwaarden*), is an independent assessment and the sole responsibility of the Client.

ARTICLE 5 Client obligations and suspension

5.1 The Client is obliged to provide all data and documents in a timely manner and in the desired format, and warrants the accuracy, completeness, and reliability thereof, even if they originate from third parties.

5.2 If necessary data is not provided, not provided on time, or is incorrect, Viisi is authorized to suspend the execution of the Assignment. Any extra costs and fees resulting from this delay are for the account of the Client.

5.3 Viisi operates on a 'no cure, no pay' basis, allowing the Client the freedom to orient themselves broadly during the search. However, to protect the provided efforts, there is one strict exception: exclusivity per property. The Client is not permitted to negotiate or conclude a purchase agreement outside of Viisi for a specific property for which Viisi has already performed demonstrable activities (such as a property analysis, viewing, or making an offer). In the event of a violation of this provision, the Client shall owe the full agreed-upon Fee to Viisi.

ARTICLE 6 Rates, commission, and payment

6.1 The Brokerage Fee and any partial service costs are recorded in advance. Viisi is entitled to increase agreed-upon rates intermediately in the event of price or service increases, or to pass on modified government levies.

6.2 In the event of a jointly granted assignment, each Client is jointly and severally liable for the payment of the invoice amount.

6.3 Invoices must be paid within fourteen (14) days after the invoice date. Set-off or suspension of payment by the Client is only permitted if the counterclaim has been explicitly acknowledged by Viisi or has been irrevocably established in court.

6.4 If timely payment is not made, the Client shall owe statutory interest on the outstanding amount. After a written reminder with a fourteen-day term, the Client will be charged extrajudicial collection costs in accordance with the Dutch Extrajudicial Collection Costs Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*). Payments made by the Client will always first be applied to settle interest and costs, and subsequently to the oldest outstanding invoices.

ARTICLE 7 Complaints

7.1 Complaints regarding the performed work or invoices must be reported to Viisi in writing and in a timely manner.

7.2 Filing a complaint does not suspend the Client's payment obligation, and the Client is not entitled to refuse payment for other services provided by Viisi.

ARTICLE 8 Termination of the Assignment

8.1 The Assignment ends by fulfillment, which occurs as soon as the purchase agreement is signed by both the buyer and the seller. The fulfillment of the Assignment does not affect Viisi's obligation to continue guiding the Client, in accordance with the agreed Services, through completion up to and including the legal transfer at the notary. Furthermore, the Assignment may end prematurely through withdrawal by the Client, return of the Assignment by Viisi due to compelling reasons, termination by either party after the initial term (in accordance with Article 3.2), or dissolution due to an attributable breach.

8.2 If the Client withdraws the Assignment, the Client owes Viisi the agreed-upon compensation for direct and indirect (advisory) costs and/or startup costs. No Brokerage Fee is owed upon premature withdrawal, unless a purchase agreement is concluded within six (6) months for a property introduced or viewed by Viisi.

ARTICLE 9 Liability and force majeure

9.1 Viisi shall perform its work with the greatest possible care. Any liability of Viisi and third parties engaged by it is limited to the amount paid out in the relevant case under Viisi's professional liability insurance.

9.2 If, in a specific case, no coverage is provided, liability is limited to a maximum of the Fee received under the respective Assignment over the last six months, capped at € 5,000.

9.3 Viisi is never liable for indirect damage or for damage resulting from incorrect, incomplete, or delayed information provided by the Client.

9.4 Viisi is not liable for damage resulting from errors or malfunctions in software or IT systems used by Viisi, unless this is due to gross negligence or Viisi receives compensation for this from the supplier (in which case liability is limited to this received amount).

9.5 Viisi is never liable for damage resulting from the circumstance that (email) messages sent by the Client to Viisi did not reach Viisi, or for the Client's failure to make timely payments to third parties.

9.6 Because the housing market is dynamic and property valuation is not an exact science, the mere fact that a subsequent (validated) appraised value is lower than the purchase price agreed upon in the purchase agreement does not constitute an attributable breach by Viisi. Viisi is not liable for any resulting financing deficit or other (financial) damages, unless the Client proves that Viisi, in forming its advice, breached the professional duty of care that may be expected of a reasonably acting and competent buying agent.

9.7 **Force Majeure:** Viisi is not obliged to fulfill its obligations if this is reasonably impossible due to circumstances beyond its control (force majeure), including prolonged failure of software or IT systems, and default or failure of third parties engaged by Viisi.

ARTICLE 10 Information provision and third parties

10.1 Viisi is authorized to engage third parties in the execution of the work if it deems this necessary; the associated costs will be charged to the Client.

10.2 Although information provided by Viisi is compiled with care, it is partly based on external sources (including the selling party). Viisi is not liable for any inaccuracies or incompleteness thereof.

ARTICLE 11 Applicable law, jurisdiction, and final provisions

11.1 All legal relationships between Viisi and the Client are exclusively governed by Dutch law.

11.2 Any disputes shall in the first instance be submitted exclusively to the competent court in the district of Viisi's statutory place of business.

11.3 In the event that the contents of agreements made in writing between Viisi and the Client (such as the Assignment/Service Agreement) deviate from what is stipulated in these general terms and conditions, the specifically written agreements shall prevail.

11.4 These general terms and conditions have been originally drafted in Dutch. In the event of any conflict or difference in interpretation between the English translation and the original Dutch text, the Dutch text shall always prevail and be binding.